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Attorneys for Defendants

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JORDAN HERZBERG,

Plaintiff,

- against -

MEGASPIREA PRODUCTIONS SAS,
MEGASPIREA INTERNATIONAL INC.,
MEGASPIREA HOLDINGS LTD.,
MEGASPIREA HOLDING A.G., MEGASPIREA
NV, and HERSCH REICH,

Defendants.
-----X

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: ECF Case
:
:

: 07 Civ. 10503 (RJS)(RLE)
:
:

: **DECLARATION OF**
: **MENDEL KLEIN**
: **IN SUPPORT OF**
: **MOTION TO DISMISS**
:
:
:

I, MENDEL KLEIN, hereby declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

Introduction

1. I am a member of the board of directors of defendants MegaSpirea Productions SAS, MegaSpirea International Inc., MegaSpirea Holdings Ltd., and MegaSpirea NV and submit this Declaration in support of the defendants' motion to dismiss the complaint for lack of subject matter jurisdiction and lack of personal jurisdiction, or in the alternative, under the *forum non conveniens* doctrine.

2. This action does not belong in this forum. This is an action between

foreign individuals and corporations that concerns business relationships that were formed and developed overseas.

3. Specifically, plaintiff Jordan Herzberg (“plaintiff” or “Herzberg”) is domiciled in Israel where he works, pays taxes, and lives with his wife and children. I am informed by counsel that this fact alone is sufficient to warrant dismissal of this action because of the lack of subject matter jurisdiction. Plaintiff brings this action against five MegaSpirea entities that are all incorporated outside of New York (four of which are incorporated overseas in Israel, Belgium, Switzerland, and France) and one individual, Hersch Reich, who resides in and is a citizen of Belgium. A copy of the complaint is annexed hereto as Exhibit A.

4. None of the defendants are present in New York, nor do they transact business here. Outside of a few preliminary meetings between plaintiff and defendant Reich in New York, the transactions alleged in the complaint all relate to events and business transactions that took place in Israel and Belgium and various other countries.

5. As a result, as set forth fully below and in the accompanying Memorandum of Law, the complaint should be dismissed for lack of subject matter jurisdiction and personal jurisdiction, or in the alternative, under the *forum non conveniens* doctrine.

Because Plaintiff is Domiciled in Israel
This Court Lacks Subject Matter Jurisdiction to Hear This Action

6. Plaintiff Jordan Herzberg has been domiciled in Israel since late 2002. As he concedes in his complaint, he is a permanent resident of Jerusalem where he resides with his wife Anne and two children. See Complaint (Exh. A) ¶ 4. His daughter Rachel was born in Israel. See Exh. B.

7. Herzberg pays taxes in Israel, has an Israeli passport, and is a member of the Israeli army. Indeed, Herzberg serves in the Israeli army reserves. He is also an active participant in the Israeli Labour party. Not only is he politically active, but he heavily participates in Israeli religious and cultural activities. See, e.g., Exh. C. Even the alumni newsletters distributed by Tufts University where Herzberg went to school mention that Herzberg is now residing and working in Israel. See Exh. D.

8. In addition, while employed by MegaSpirea, Herzberg traveled to and from its international offices while transacting business for the Company. Because he is domiciled in Israel, his traveling always started and ended in Israel. His paychecks from MegaSpirea were sent to an Israeli bank account. See Exh. E.

9. Simply put, Jordan Herzberg is currently domiciled in Israel and was domiciled there years before filing this lawsuit. As a result, I am advised by counsel that this Court lacks subject matter jurisdiction to hear Herzberg's claims.

Because the Defendants Are Not Present in New York or Transacting Any Business in New York, They Are Not Subject to Personal Jurisdiction

10. I am advised by counsel that Herzberg has alleged that the defendants are subject to New York's long-arm statute because Herzberg's claims arise out of the purported defendants' transaction of business in New York. However, none of the defendants are present in New York or transact any business in New York so as to subject themselves to personal jurisdiction in this forum.

A. The Defendants

11. For the convenience of the Court, I will provide some background information on each of the defendants named in the complaint. The MegaSpirea entities are in the business of creating and marketing mailing and postal technology in Israel and

Belgium.

12. MegaSpirea Holdings, Ltd. is the parent company of MegaSpirea Productions SAS and MegaSpirea International, Inc. It is an Israeli company, is not licensed to do business in New York, and does not transact any business in New York.

13. MegaSpirea Productions SAS is a subsidiary of MegaSpirea Holdings, Ltd. It is a French company, is not licensed to do business in New York, and does not transact any business in New York.

14. MegaSpirea International, Inc. is also a subsidiary of MegaSpirea Holdings, Ltd. It is a Delaware corporation with its principal place of business in Connecticut. Like the other MegaSpirea entities, it is not licensed to do business in New York and does not transact any business in New York.

15. MegaSpirea Holdings AG is a Swiss company. It is not licensed to do business in New York and does not transact any business in New York. It is not owned, in whole or in part, by any of the other named MegaSpirea entities. As discussed below, it has no connection to the transactions alleged in the complaint.

16. Finally, MegaSpirea NV is a Belgium company. It is not licensed to do business in New York, nor does it transact any business in New York. Moreover, it has *no* corporate affiliation to any of the above-referenced MegaSpirea entities. As discussed below, it has no connection to the transactions alleged in the complaint.

17. As the complaint notes, Hersch Reich is a citizen of Belgium and an officer of MegaSpirea International, Inc. and MegaSpirea Holdings, Ltd. However, Mr. Reich does not reside in New York nor transact any business in the State.

B. The Allegations of the Complaint

18. Herzberg alleges that he met with Hersch Reich in New York two or three times between November 9, 2004 and March 16, 2005 where he claims an offer was extended by Mr. Reich for him to act as a consultant to the soon to be formed MegaSpirea Holdings, Ltd. entity in exchange for monthly payments and a 10% equity interest in the Company. Complaint (Exh. A) ¶¶ 14-18.

19. However, no offer was ever extended to Herzberg in New York. In fact, these meetings in New York were merely preliminary discussions that lead to further meetings in Israel and Belgium. In fact, in his complaint, Herzberg concedes that all subsequent meetings and settlement discussions between the parties took place in Israel and Belgium, which is where the principal parties reside. Id. ¶¶ 20, 25, 31, 36.

20. In April or May 2006, in a meeting that took place in Belgium, Herzberg and Mr. Reich finally agreed that if Herzberg could solicit over \$40,000 in potential investors for MegaSpirea Holdings, Ltd., he would then receive a 5% ownership interest in the Company. The Company was raising money for its new mailing and postal technology.

21. However, Herzberg never performed as promised. In fact, he failed to bring any new investors or any money whatsoever to MegaSpirea Holdings, Ltd.

22. Furthermore, the parties' discussions did not, in any way, concern the MegaSpirea Holdings AG and MegaSpirea NV entities. It is entirely unclear to me why these entities have been named as defendants in this action.

23. Herzberg knew that the MegaSpirea offices were located overseas and that all work would be performed for the Company in Israel, Belgium, and other foreign

countries. As noted above, Herzberg resides in Israel and traveled to and from Israel while employed for the Company.

24. Therefore, none of the claims asserted by Herzberg arise out of any transaction of business in New York. If these claims are to be litigated anywhere, it should be in Israel or Belgium.

**Because the Parties, Material Witnesses, and Important Documents
Are All Located in Israel, Belgium, and Other Countries, The Complaint
Should be Dismissed Under the *Forum Non Conveniens* Doctrine**

25. Finally, in addition to the parties to this action all being located overseas, the important witnesses and documentation are all located overseas.

26. As noted above, the MegaSpirea entities (other than MegaSpirea International Inc. which is located in Connecticut) are located in Israel and Belgium and other countries overseas and their corporate books and records -- including Herzberg's employment records -- are maintained there. All of their shareholder meetings are held overseas.

27. Furthermore, all the individuals who will likely testify in this action are located in Israel and Belgium. For example, like Mr. Reich, I reside in Belgium, requiring a great amount of time and expense for me to come to New York to testify in this action. In addition, Mr. Reich's assistant, Moty Strobel -- who plaintiff identifies in the Complaint -- resides in Israel. See Complaint (Exh. A), ¶ 15. Although Herzberg alleges that Isaac Wolff, another potential witness, resides in New York, he spends most of his time in Israel as he also resides in Israel and owns a house there. Id.

28. The only person who claims to have *any* real connection to New York is Herzberg, but as explained above, he is domiciled in Israel, pays taxes there, and travels

with an Israeli passport. Herzberg's home and family are in Israel.

29. My counsel also informs me that Israeli or Belgium law will likely govern Herzberg's claims.

30. As a result of all of these factors, this action should be dismissed in favor of litigation in Israel or Belgium.

Conclusion

31. For the foregoing reasons and those set forth in the accompanying Memorandum of Law, the defendants' motion to dismiss for lack of subject matter jurisdiction and lack of personal jurisdiction, or in the alternative, under the *forum non conveniens* doctrine, should be granted in its entirety, along with such other, further, and different relief as the Court deems just, proper, and equitable.

Executed: Antwerp, Belgium
January 29, 2008



MENDEL KLEIN

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Jordan Herzberg,

Plaintiff

- against -

MegaSpirea Productions SAS, MegaSpirea
International Inc., MegaSpirea Holdings Ltd.,
MegaSpirea Holding A.G., MegaSpirea NV, Mr.
Hersch Reich,

Defendants.

No. 07 Civ. 10503

RJS / RLE

COMPLAINT

Jury Trial Demanded

Plaintiff Jordan Herzberg ("Herzberg"), by and through his attorneys, as and for his Complaint against defendants MegaSpirea Productions SAS, MegaSpirea International, Inc., MegaSpirea Holdings Ltd., MegaSpirea Holding A.G., MegaSpirea NV, (collectively, "MegaSpirea"), and Hersch Reich ("Reich")(collectively "Defendants"), alleges as follows:

Preliminary Statement

1. This action arises out of Defendants MegaSpirea's and Reich's refusal to deliver on their promise to Plaintiff Herzberg for a ten percent (10%) equity interest in MegaSpirea. In particular, MegaSpirea and Reich used Herzberg to increase the value of MegaSpirea by several hundred million dollars while all along having no intention of honoring their promise to Herzberg.

2. Plaintiff Herzberg has a well-respected reputation and significant experience in business – primarily in helping start up companies put management structures in place. Based on this experience, Herzberg was heavily recruited by MegaSpirea and Reich to assist in forming a company that would promote and market a new direct mail technology called the Mailliner. Beginning in March 2005, Herzberg joined MegaSpirea's senior management and began providing extensive business services worldwide for MegaSpirea and Reich in exchange for a 10% equity interest in MegaSpirea as well as a monthly salary and reimbursement of expenses. Herzberg heavily invested his time and provided almost two years of expertise to MegaSpirea and Reich. As a result of Herzberg's efforts, the value of MegaSpirea increased substantially.

3. When the time came for Herzberg to receive his share certificates in MegaSpirea, MegaSpirea and Reich engaged in shady business practices in order to avoid giving Herzberg his shares in the company. In particular, upon breaching his promises, Reich refused to meet with or speak with Herzberg in hopes that he would simply "go away". In addition, MegaSpirea and Reich terminated Herzberg without ever directly informing him and refused to pay Herzberg his monthly compensation or reimburse incurred expenses. Nevertheless, MegaSpirea and Reich continued to enjoy the benefits of Herzberg's expertise and reputation. Even after MegaSpirea and Reich had terminated Herzberg, they continued to represent to their attorneys, investment bankers, the public, and Herzberg that Herzberg was still a member of MegaSpirea's senior management. As a result of MegaSpirea's and Reich's wrong-doing, Herzberg brings this action to recover losses as a result of breach of contract and unjust enrichment.

The Parties

4. Plaintiff Jordan Herzberg is a US citizen and current resident of Israel. At the time of many of the events alleged herein, Herzberg was residing in New York.

5. Defendant MegaSpirea International, Inc. is a Delaware corporation with its principal place of business in Connecticut and transacts business in New York.

6. Upon information and belief, Defendant MegaSpirea Holding A.G. is a Swiss corporation that transacts business in New York.

7. Upon information and belief, Defendant MegaSpirea NV is a Belgian corporation that transacts business in New York.

8. Upon information and belief, Defendant MegaSpirea Productions SAS is a French corporation that transacts business in New York.

9. Defendant MegaSpirea Holdings Ltd. is an Israeli corporation that transacts business in New York.

10. Defendant Hersch Reich is a Belgian citizen and the President and Chairman of the Board of MegaSpirea International, Inc., the Co-Founder and President of MegaSpirea Holdings, Ltd, the Co-Founder and President of MegaSpirea, AG, and transacts business in New York.

Jurisdiction and Venue

11. This Court has jurisdiction based on diversity jurisdiction pursuant to 28 U.S.C. § 1332 as the parties are citizens of different states or subjects of a foreign state and the amount in controversy is more than \$75,000.

12. The Court has personal jurisdiction over Megaspirea and Reich pursuant to § 302(a)(1) of the N.Y. CPLR as they “transact business within the state.”

13. Venue is proper in this District pursuant to 28 U.S.C. §1391(b). Many of the acts and practices complained of herein occurred in substantial part in this District.

Factual Background

14. On or about November 8, 2004, Plaintiff Herzberg was contacted in New York, New York (where Herzberg was residing at the time) by Defendant Reich regarding a business opportunity at his start-up company, MegaSpirea. The company claimed an ownership interest in a direct mail technology patent and was developing a machine called the "Mailliner 100". A mutual friend of Herzberg and Reich, Isaac Wolf (also a New York resident), had spoken to Reich about Herzberg's business experience and reputation and upon information and belief, Reich thought such qualities would be beneficial to himself and MegaSpirea.

15. Reich invited Herzberg to a meeting at the Hilton Hotel on Sixth Avenue in New York City. The meeting took place on or about November 9, 2004, in Room 3747. Attendees at the meeting included Herzberg, Reich, Dirk Salens, currently CEO of MegaSpirea International, Inc., Jan Rassachaert, currently CFO of MegaSpirea International, Inc., and Moty Strobel, a business associate of Reich.

16. At the meeting, Reich presented MegaSpirea's business plan and wanted Herzberg to assist. In particular, Reich wanted Herzberg's help in forming a new MegaSpirea entity that would promote and operate the Mailliner 100 business. At the time of the meeting, MegaSpirea was raising money from investors at a valuation of less than \$100,000,000.

17. Following the November 9, 2004 meeting, Herzberg and Reich met about a dozen times in New York City, Israel, and other locales where Reich actively recruited Herzberg to work with MegaSpirea.

18. On or about March 16, 2005, Reich made an offer to Herzberg in New York City. The terms of the offer included a monthly payment to Herzberg equal to 10,000 Euro and

reimbursement of expenses, along with a 10% equity interest in the MegaSpirea entity Herzberg was to help establish in exchange for Herzberg joining the senior management of MegaSpirea.

19. Based on Reich's offer for a 10% equity interest in the to be formed MegaSpirea entity, Herzberg accepted the terms of the offer and began working soon after the meeting providing substantial services worldwide on behalf of MegaSpirea. Herzberg's services included, but were not limited to, management and strategy meetings; meetings and negotiations regarding MegaSpirea's intellectual property; employee interviews; meetings with and retention of MegaSpirea's counsel; meetings with investors and potential investors; meetings with investment bankers; meetings with potential clients and purchasers of the business, and telephone, email, and fax communications on behalf of MegaSpirea.

20. Herzberg provided these services on behalf of MegaSpirea in Israel, Switzerland, France, Belgium, Hungary, the United Kingdom, Canada, Japan, and the United States (New York, Connecticut, Illinois, Florida, New Jersey).

21. Herzberg's services on behalf of MegaSpirea and Reich included, but were not limited to, the following work in New York City: management and strategy meetings; employee interviews; meetings with and retention of MegaSpirea's counsel; meetings with investors and potential investors; meetings with investment bankers; meetings with potential clients and purchasers of the business; and numerous MegaSpirea-related telephone calls and other communications made to and from New York City.

22. MegaSpirea and Reich represented (in meetings, strategy documents, marketing materials, official company communications, and on MegaSpirea's website) to its

investors, potential investors, bankers, attorneys, customers, potential customers, and the public that Herzberg was a member of MegaSpirea's senior management.

23. Beginning in March 2005, Herzberg received payments equal to 10,000 Euro and reimbursement for expenses from MegaSpirea pursuant to the terms of the March 14, 2005 agreement.

24. Based on Herzberg's business and personal reputations as well as his substantial work on behalf of MegaSpirea, the value of the company increased greatly.

25. On or about March 26, 2006, Herzberg met with Reich in Antwerp, Belgium to discuss receipt of his equity shares. At this meeting, Reich tried to renege on his promise of 10% of equity. Instead, Reich offered a settlement where Herzberg would receive a five percent (5%) equity interest in MegaSpirea Holdings Ltd., an Israeli company which was in the process of being formed and the entity Herzberg was hired to help establish. Isaac Wolf was present at this meeting.

26. Herzberg agreed to Reich's proposed settlement and agreed to release his 10% equity claim solely upon the condition that the 5% equity interest in MegaSpirea Holdings would be delivered immediately upon the company's registration.

27. Following the March 26, 2006, meeting, Herzberg continued to work for the same monthly salary (10,000 Euro) and upon information and belief, appeared as a holder of 5,000,000 shares on MegaSpirea Holdings Ltd's cap tables.

28. On or about November 7, 2006, Mendell Klein, upon information and belief an officer and/or director and/or employee of MegaSpirea, sent Herzberg an email asking him to

execute several documents in order to receive his shares in MegaSpirea Holdings Ltd. The documents were drafted by MegaSpirea's and Defendant Reich's Israeli counsel, Yedidya ("Didi") Melchior. The email reads as follows:

Hi all,
Please take care of the attached documents so you can receive your shares in Megaspirea Holdings.
Below are the instructions of Didi what needs to be done.
Yours
Mendel

Attached is the package of documents for the shareholder waiver:

1. The waiver – you need to fill in the name and the number of shares on the first page, and all the details + signature on the last page.
2. The share transfer deed – need to fill in the name, address and number of shares. This needs to be signed by the shareholder and by Hersch (can be two separate documents).
3. The shareholder resolution required for the tax ruling (need to add name + signature).

In addition please remind the shareholders (it is already written in the waiver) that I need a notarized copy of their passport/certificate of incorporation, in order to complete the registration in their name. I need the signed documents from each of the shareholders in order to complete the registration.

Let me know if you have any questions.
Didi

Herzberg executed the documents as instructed and returned them to Melchior.

29. On or about December 5, 2006, Melchior sent the Articles of Association of MegaSpirea Holdings to Herzberg. Moreover, Melchior represented to Herzberg on numerous occasions that Herzberg appeared in internal company documents as a holder of 5,000,000 shares of MegaSpirea Holdings. To date, Herzberg has not received his share certificates.

30. When Herzberg did not receive his share certificates after completing the documentation forwarded by Klein and Melchior, he asked Reich and Melchior on numerous

occasions when he could expect his certificates. Reich engaged in stalling tactics and both he and Melchior repeatedly told Herzberg that he would receive his shares "soon".

31. On or about January 7, 2007, Reich summoned Herzberg to a meeting at the King David Hotel in Jerusalem, Israel. Reich and Messrs. Klein and Melchior were present. At the meeting, Reich offered to purchase 4,000,000 of Herzberg's shares in MegaSpirea Holdings. Reich stated that he was unable to pay Herzberg immediately, but that he was to receive some money in February 2007 and would therefore be able to purchase the shares in March 2007. Based on Reich's representations, Herzberg agreed to the purchase and shortly thereafter, Melchior sent to Herzberg via email a document memorializing the terms of their agreement ("Purchase Agreement"). A true and correct copy of the Purchase Agreement is annexed hereto as Exhibit 1.

32. Herzberg executed the agreement and returned it to Melchior on or about January 15, 2007.

33. Under the terms of the Purchase Agreement made on January 7, 2007, Reich was to pay Herzberg \$500,000 for the purchase of 1,000,000 of Herzberg's shares in MegaSpirea Holdings Ltd. on or by March 5, 2007. Following the initial payment, Reich was to purchase an additional 3,000,000 of Herzberg's shares on a quarterly basis.

34. If Reich failed to complete the installment purchase, the contract provided for a grace period whereby Reich would purchase the shares for an additional \$.10 (ten cents) per share. On or about, March 8, 2007, Herzberg wrote to Reich agreeing to waive the ten cents per share penalty if Reich purchased the shares by March 22, 2007. Herzberg received no response to this letter.

35. Although Herzberg was unaware at the time, upon information and belief, Defendant Reich never had any intention of honoring the Purchase Agreement with Herzberg. Instead, upon information and belief, the Purchase Agreement was merely another attempt by MegaSpirea and Reich to avoid paying Herzberg his equity interest in the company.

36. On or about January 17, 2007, Herzberg flew to Belgium with Isaac Wolf to meet with Reich after Reich had failed to return to Herzberg an executed copy of the Purchase Agreement. Reich refused to meet with Herzberg and instead sent Eliezer Geldzhaler, an associate of both Reich and Herzberg, in his place.

37. Rather than abide by the terms of the agreement reached on January 7, 2007 at the King David Hotel, Reich, via Geldzhaler, offered to pay Herzberg \$2,500,000 (\$750,000 down and quarterly payments of \$250,000 for the balance) for his entire equity interest in MegaSpirea. Herzberg refused this offer and demanded that Reich abide by the terms of their prior agreements.

38. Following Herzberg's rejection of Reich's new offer, Reich refused to meet with or speak with Herzberg. MegaSpirea and Reich refused to provide Herzberg with his share certificates representing his equity interest in MegaSpirea Holdings, Ltd. Beginning in February 2007, MegaSpirea began withholding Herzberg's monthly salary of 10,000 Euro. Defendants also refused to reimburse Herzberg for more than \$1,000 in expenses incurred by Herzberg in the course of his duties with MegaSpirea.

39. Upon information and belief, because Herzberg demanded that MegaSpirea and Reich honor their contractual obligations and provide Herzberg with his share certificates in MegaSpirea Holdings, MegaSpirea and Reich terminated Herzberg.

40. At no point, however, did Defendants officially inform Herzberg that he had been terminated.

41. Although MegaSpirea and Reich had terminated Herzberg, MegaSpirea and Reich continued to represent to Herzberg, MegaSpirea's attorneys, investors, and investment bankers that Herzberg was still a member of MegaSpirea's senior management. MegaSpirea and Reich also continued to represent to the public on the MegaSpirea website that Herzberg was still part of MegaSpirea's senior management.

42. After January 2007, MegaSpirea's attorneys, investors, and investment bankers continued to contact Herzberg regarding MegaSpirea matters and Herzberg continued to represent the company to its benefit.

43. Upon information and belief, in or about December 2006, MegaSpirea was raising money from its investors at a company valuation of \$600,000,000.

44. On or about April 11, 2007, Herzberg's attorney wrote to MegaSpirea and Reich asking that they fulfill their contractual obligations to Herzberg.

45. In or about May 2007, Herzberg's attorney was contacted by Proskauer Rose attorney Judson Hand who requested information concerning Herzberg's claim.

46. On June 21, 2007, Herzberg's attorney wrote to Mr. Hand setting forth the basis for Herzberg's claims against Megaspirea and Reich in order to settle the matter without resorting to legal action. To date, Herzberg has yet to receive a response.

**COUNT ONE
BREACH OF CONTRACT**

47. Herzberg repeats and realleges each and every allegation set forth in paragraphs 1 through 46 hereof, as though fully set forth herein.

48. Herzberg entered into an agreement with Reich on behalf of MegaSpirea whereby Herzberg would become a part of MegaSpirea's senior management in exchange for a ten percent equity interest, monthly compensation, and reimbursement for his business expenses.

49. Herzberg fully performed his contractual obligations pursuant to the agreement with MegaSpirea and Reich.

50. As set forth above, MegaSpirea and Reich have materially breached their obligations to Herzberg pursuant to the agreement.

51. By reason of the above, Herzberg is entitled to judgment against MegaSpirea and Reich in an amount to be proven at trial, but estimated to be not less than \$60,000,000, plus other compensatory damages and appropriate interest.

**COUNT TWO
BREACH OF PURCHASE AGREEMENT**

52. Herzberg repeats and realleges each and every allegation set forth in paragraphs 1 through 51 hereof, as though fully set forth herein.

53. As an alternative basis for recovery to Count One, Herzberg entered into an agreement with Defendant Reich whereby Reich would purchase 4,000,000 of Herzberg's shares in MegaSpirea Holdings in exchange for \$2,000,000.

54. Herzberg fully performed his contractual obligations pursuant to his agreement with Reich.

55. As set forth above, Defendant Reich has materially breached his obligations to Herzberg pursuant to the agreement.

56. By reason of the above, Herzberg is entitled to judgment against Defendant Reich in an amount to be proven at trial, but estimated to be not less than \$2,400,000, plus other compensatory damages and appropriate interest.

COUNT THREE UNJUST ENRICHMENT

57. Herzberg repeats and realleges each and every allegation in paragraphs 1 through 56 hereof, as though fully set forth herein.

58. MegaSpirea and Reich made repeated material false statements and/or omissions by continuing to represent that Herzberg was still a member of MegaSpirea's senior management to its attorneys, investors, investment bankers, the public, and to Herzberg, and to rely on Herzberg's reputation in their efforts to raise money for the company even though MegaSpirea and Reich had breached their contractual obligations to Herzberg and had internally decided to terminate Herzberg.

59. MegaSpirea and Reich knew at the time they made these material misrepresentations that they were not true and were made intentionally with the purpose of raising funds for MegaSpirea under false pretenses and to continue to enjoy the benefits of Herzberg's business services and reputation.

60. Herzberg relied upon these material misrepresentations by continuing to perform services for MegaSpirea and by continuing to represent MegaSpirea to its benefit.

61. The conduct of MegaSpirea and Reich has been willful and malicious and has caused injury to Herzberg's personal and professional reputation.

62. MegaSpirea and Reich have been unjustly enriched by their material misrepresentations including upon information and belief, receipt of additional funds from investors, and continued benefit to MegaSpirea and Reich. Having been enriched by Herzberg's services, Herzberg by justice is entitled to the promised benefits.

63. By reason of the foregoing, Herzberg has been damaged in an amount to be proven at trial, but estimated to be not less than \$60,000,000.

64. By reason of the willful and malicious conduct of MegaSpirea and Reich, Herzberg seeks, and is entitled, to punitive damages in an amount to be determined at trial.

**COUNT FOUR
SPECIFIC PERFORMANCE**

65. Herzberg repeats and realleges each and every allegation in paragraphs 1 through 64 hereof, as though fully set forth herein.

66. In exchange for becoming a part of MegaSpirea's senior management, Herzberg was granted a 10% equity interest in a new MegaSpirea entity to be formed to promote the Mailliner 100. This entity was MegaSpirea Holdings Ltd.

67. Following a settlement offer by Defendant Reich on or about March 26, 2006, Herzberg agreed to release his 10% claim solely upon the condition that he would receive 5% of the shares of MegaSpirea Holdings to be delivered immediately upon the company's registration.

68. Herzberg executed the required documentation in order to obtain his shares and upon information and belief, was represented in MegaSpirea Holdings Ltd's cap tables as owner of 5,000,000 shares.

69. Herzberg has yet to receive his share certificates.

70. By reason of the above, Herzberg is entitled to judgment against Defendants and entitled to his share certificates for his 10% (but no less than 5%) equity interest in MegaSpirea Holdings Ltd., plus appropriate interest, other compensatory damages and punitive damages.

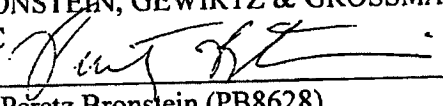
WHEREFORE, Plaintiff Herzberg prays for relief and judgment as follows:

- A. Awarding compensatory damages in favor of Herzberg against all Defendants, jointly and severally, for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon; and
- B. Awarding Herzberg his reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and
- C. Awarding Herzberg such equitable/injunctive or other and further relief as the Court may deem just and proper.

Jury Demand

Plaintiff Herzberg demands trial by jury.

Dated: New York, New York
November 26, 2007

BRONSTEIN, GEWIRTZ & GROSSMAN
LLC
By: 
Peretz Bronstein (PB8628)
Anne L. Quintal (AQ0490)

60 East 42nd Street
Suite 4600
New York, New York 10165
Telephone: (212) 697-6484

Attorneys for Plaintiff

Exhibit B

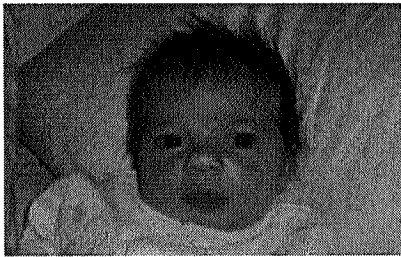
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Simchas



We are pleased to share the following simchas with you all. If there has been another event in your life that like to share, please submit via our [simchas password protected form](#). If you do not have a user name or yo password, send your contact information, including when and in which program you studied at Nishmat, [Alu Coordinator](#).

Date Posted

- January 29, 2008
- January 23, 2008
- January 22, 2008
- January 3, 2008
- January 2, 2008
- December 17, 2007
- November 26, 2007
- November 6, 2007
- October 24, 2007
- October 19, 2007
- October 12, 2007
- September 26, 2007
- September 6, 2007
- September 5, 2007
- August 31, 2007
- August 27, 2007
- August 27, 2007

Alumane

Williams, Keren,
Chesed, Leah,
Goldstein, Hally,
Barnes, Jennifer,
Greenspan, Elana,
Mizrahi, Elana,
Kaplan, Amy,
Seliger, Leah,
Saban, Devorah,
Fried, Carey,
Ben Ezra, Rachel,
Herzberg, Anne,
Bloom, Bella,
Miller (Kushman), Tamar,
Zeidel, Sarah,
Gardonyi, Melissa,
Levi, Yehudit,

Simchas

[Engagement](#)
[Birth](#)
[Birth](#)
[Birth](#)
[Birth](#)
[Birth](#)
[Marriage](#)
[Birth](#)
[Birth](#)
[Engagement](#)
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[Marriage](#)
[Engagement](#)
[Birth](#)

Exhibit C

זהו המטמון של Google ל-<http://commitments.clintonglobalinitiative.org/projects.htm?mode=view&rid=42875> 14:53:50 2008 כפי שהתקבל ב 23 ינואר GMT
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אינה קשורה למחבר דף זה ואינה אחראית לתוכנו Google.

מילות חיפוש אלו הודגשו:

jordan

herzberg



Inter-Religious Cooperation & Dialogue in Jerusalem

Main Commitment Page

Annual Meeting

Member Commitments

Partnership Opportunities

Resource Centers

Multimedia

Sponsors

Events

Newsroom

About Us

FAQ

CGI U

CGI Asia

MY COMMITMENT

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Inter-Religious Cooperation & Dialogue in Jerusalem, 2006

OBJECTIVE

To create a cadre of religious leaders qualified to serve as agents of dialogue between and within Jewish and Arab communities and educational frameworks in order to build meaningful relationships that will transform... (more)

COMMITMENT BY

The Engelberg Foundation

COMMITMENT DETAILS

First Year Costs
 \$350,000

Anticipated Launch February 1, 2006

Estimated Total Value
 \$650,000

Geographic Scope Israel, Palestinian Authority

Commitment Duration
 3 years

Geographic Region Middle East

COMMITMENT TO ACTION

The Engelberg Foundation commits to provide partial support for the following projects:

The Jerusalem Inter-Religious-Educational Leadership Program- A 3-year program of inter-religious dialogue and experiential workshops for principals and teachers from high schools in the Jewish and Arab sections of East and West... (more)



Stay informed about the Clinton Foundation

BACKGROUND

The Foundation for Reconciliation in the Middle East (FRME) serves to approach religion and conflict in a pragmatic and fully engaged capacity. Involved in other aspects of conflict resolution including economics, education, and... (more)

PARTNERSHIP OPPORTUNITIES

For more information, please contact **Jordan Herzberg**, Development Director, Mosaica Association, www.mosaica.org.il.

Please click here or on the name below to contact us and connect to this commitment.

POINT OF CONTACT

Jordan Herzberg, Development Director, Mosaica

(click to connect)

PARTNER(S)

Mosaica Association
Adam Centers
Foundation for Reconciliation in the Middle East (FRME)

ADD COMMENT ABOUT THIS COMMITMENT

Please keep your comments relevant to this commitment. Read our Posting Guidelines for more info. Please click on the point of contact name above if you wish to contact us about partnering. So that we can verify that you have read the Posting Guidelines, please respond to the simple test below by entering both words from the images.

This reCAPTCHA key isn't authorized for the given domain. More info

[Submit My Feedback](#)

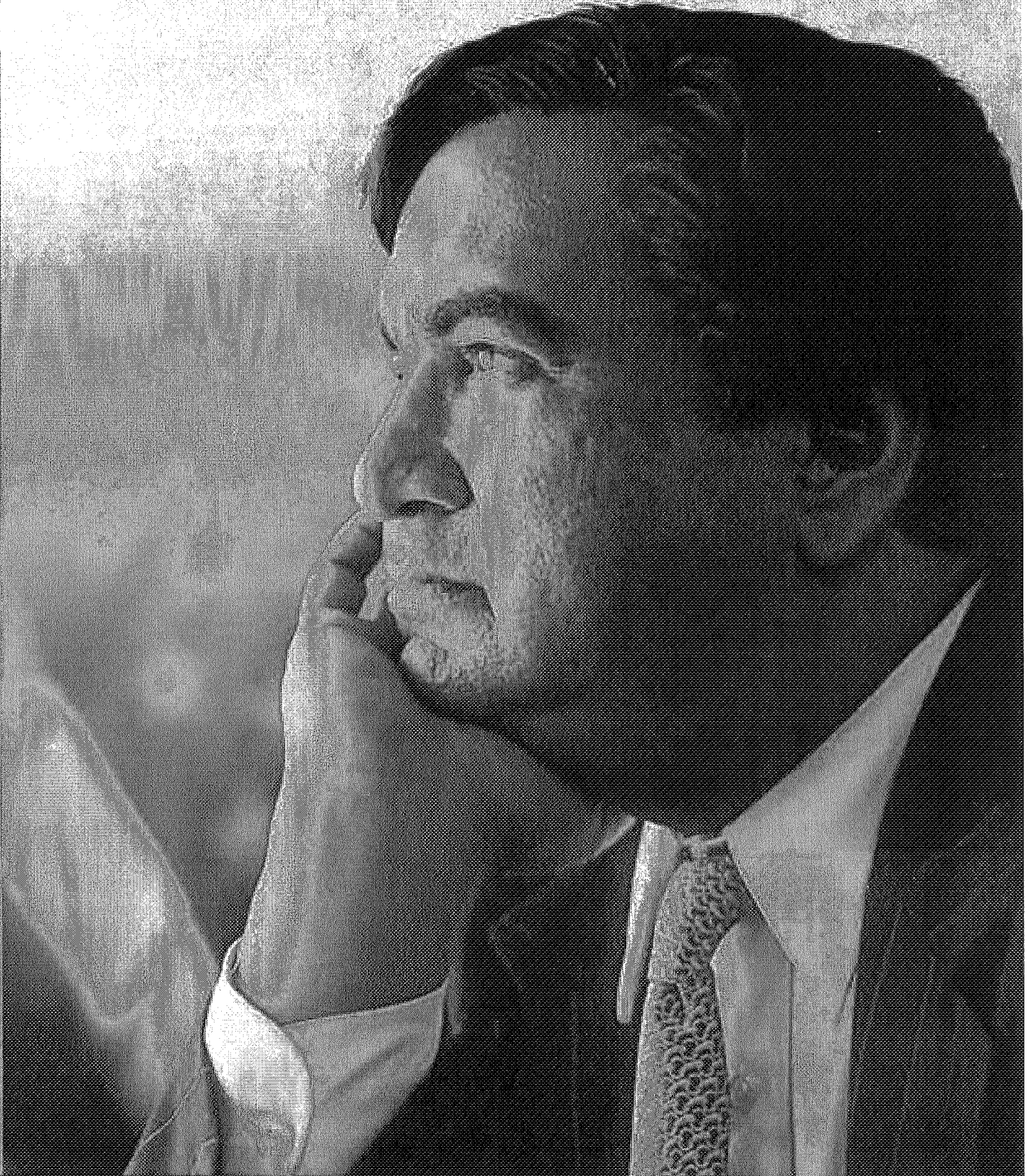
Exhibit D

FLETCHER NEWS

THE OFFICIAL NEWSLETTER FOR ALUMNI AND FRIENDS OF THE FLETCHER SCHOOL OF LAW AND DIPLOMACY AT TUFTS UNIVERSITY.

f

PREPARING LEADERS WITH A GLOBAL PERSPECTIVE

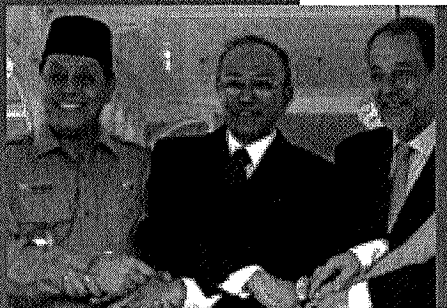


FLETCHER NEWS

THE OFFICIAL NEWSLETTER FOR ALUMNI AND FRIENDS OF THE FLETCHER SCHOOL OF LAW AND DIPLOMACY AT TUFTS UNIVERSITY.

Perhaps the most important factor has been that the people in Aceh wanted peace. This put enormous pressure on both parties to find a dignified solution...

Page 8



The Fletcher Club of Armenia, led by President Arusyak Mirzakhanyan (F'04) has had several gatherings in the past year...

Page 10



An invitation to educate the next generation of world leaders - Fletcher launches transformative fundraising campaign.

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FLETCHER NEWS
VOLUME 29 NUMBER 1
SPRING 2007

PHOTOGRAPHY

Liz Hincks, Patrick O'Connor, Len Rubenstein, Joanie Tobin

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Leah S. Brady

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Development Officer

Kathleen Bobick
Staff Assistant

Leah S. Brady
Assistant Director of Alumni Relations

FEATURES

Richardson Enters 2008 Presidential Race - 4

Faculty Profile: Lisa Lynch - 5

The Fletcher Connection in the Aceh Peace Process - 8

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Reunion Coordinator
Tara Lewis
Associate Director

Julia Motl Lowe
Director of The Fletcher Fund

Roger A. Milici Jr.
Senior Director

Michael Preiner
Assistant Director of The Fletcher Fund
Cynthia Weymouth
Administrative Assistant

SPECIAL THANKS

Liz Hincks, Julia Keller,
Caroline Pronovost

Correction: We regret the omission of Bernadette Kelley-Leccese from among donors to the Fletcher Fund in the fall 2006 edition of Fletcher News.

CLASS NOTES

Studies Group developing innovative concepts for recommendation to the Chief of Naval Operations. He finished his active duty as the Deputy for Strategy and Policy on the Navy Staff in the Pentagon. Chuck has found a wonderful second career as a Senior Managing Consultant with IBM Global Business Services. He manages the Surface Warfare Account for the Navy Team and is aligned with our Strategy and Change practice area. He and Karen have settled in Southern Maryland on five acres, complete with small grape vineyard and wine. Lam K. Le is now completing his posting as the consul to San Francisco and is going to go back Vietnam. His two children are now studying in San Francisco. Rhonda Longmore-Grund joined Ingram Micro in Sept of 2006 as the Vice-President of Finance and Business Operations for their Worldwide Technology Organization. She is also serving as a Regional Director on the national board for "Financial Executives International." Rhonda and her husband Jon are keeping quite busy between career and family. Their two daughters Olivia (4) and Mia (2) are growing like weeds and are a lot of fun! Erika de la Rosa is preparing to spend the next two years in Mexico City, the first time she has lived there in over a decade. She married Patrick Hennessey last summer in Napa and Fletcher alumni Katherine Nelson (F'93) from Boston and Jeanette Moreno Casas (F'97) from Mexico City joined them for the celebration. She took the California bar exam last month and plans to continue working at a law firm. Her husband is fluent in Spanish and will look for new job prospects in Mexico City while studying for the CFA exam.

Anthony Wanis-St. John (F'96, F'01) started a new tenure track job at American University's School of International

Service and has created a new International Negotiation field there. Anthony co-taught a new international mediation course for Fletcher summer school with Darren Kew (F'94, F'02). We both created a mediation training course for judges in Nigeria and delivered papers at ISA 2007 in Chicago. Anthony taught the mediation practicum at Fletcher for the second year running. He saw dear friends Carol Chouchani (F'97) in Beirut just before the Israel-Hezbollah war, and Patrick Doherty (F'98) in DC and was godfather at the baptism of Elie Farhat (F'96) and Jin Joo's (F'96) son "petit Elias" in Montreal. He's in touch with Liz McClintock (F'94) on a project regarding the Burundi peace process. Crispin Vicars was living in Sao Paulo since January 2005. He is now based in Atlanta as is working for Nokia Networks in strategy and business development for the North American infrastructure market. He, and his wife, Cristiane, are raising their daughter, Ansley (10mos).

Congratulations to Dr. Ricarda Roos. Ricarda, who successfully defended her PhD in international human rights and is now keeping busy trying to successfully establish the Rule of Law Programme for South East Europe.

Wendy Gutierrez recently joined The North Highland Company, a management & technology consulting firm, as a Senior Manager. She is enjoying the change, and feels more challenged and is learning more than she has in quite a while. Her little one, Alex, (17mos) is beginning to walk. Wendy and Tim House are living with their two kids (Ella 3, Benton 1) in Charlottesville, VA. Tim is working for Wachovia now in their Global Trade Services group and Wendy is a program officer for the Hewlett Foundation in the Environment program.

Moving across the globe... Australia is hosting APEC this

year and Melissa Conley Tyler reports that the Australian Institute of International Affairs will be organizing two APEC events. As the co-chair of the new Fletcher Club in Australia, Melissa would love to welcome any visiting Alums or Faculty visiting Australia.

Rusty Barber recently accepted an offer from the US Institute of Peace (USIP) to head up their mission in Iraq, based in Baghdad. Established under USIP's Center for Post-Conflict Peace and Stability Operations, the Baghdad mission administers a broad range of programs including fostering inter-sectarian/religious dialogue, training Iraqi legislators and government officials, designing secondary school curricula, and encouraging regional dialogue among Iraq's neighbors (to name a few).

I actually have news to share this time as well... I (Karen Coppock) recently joined Vital Wave Consulting as Vice President of Consulting Services. This boutique consulting firm enables multinational technology firms to accelerate growth in emerging markets through strategic consulting and the provision of customized market and business intelligence. I am also getting married this fall! See recent pubs for more news...



Rachel Guglielmo's triplets

1997

Alexia Latortue
alatortue@yahoo.com

Reunion 2007
May 18-20
Ana Trbovic ran into fellow

alumni pictured here when she was speaking at a CSIS Conference in DC.



Dalia Mroue-Fateh, Ana S Trbovich, Mike Strauss, Camelia Mazard, Fernando Gonzales Saiffe, Evelyn Farkas, Gabriella Rigg.

1998

Carol-Monica Frausto fraustocm@alumni.tufts.edu Jacek Bylica is in his third year as Poland's resident ambassador to all Vienna-based inter-governmental organizations and arms control regimes, including the OSCE, IAEA, NSG and a dozen other alphabet-soup entities... **Jordan Herzberg** lives in Jerusalem, Israel with his wife Anne and son Shmuel Dov. He is an adviser to Member of Knesset Rabbi Michael Melchior, and is also involved in several business enterprises. He welcomes alumni who are passing through the Holy Land to contact him... **Stephane Grand** reports he is still living and working in China, between Beijing and Shanghai. He has recently been appointed as an adjunct professor of business at the University of Illinois's eMBA, which takes him to Chicago several times a year. His advisory and risk management firm is now in 4 cities in China, with 30 professionals, he is also a partner in an advisory firm specialized in setting up internet business in China for foreign investors, he writes that the first couple of clients are in the booming internet dating business!... **David Bowker** and wife Amanda announce they are expecting a baby girl, and happy to report now having made partner at WilmerHale

CLASS NOTES

the little one will be off to Fletcher... **Rémie Roseman Christ**, has now joined the ranks of the happily married! On a hot but beautiful day this past August, she married **Oliver Christ** at the Holy Trinity Church in New York City. The wedding and reception were held at the Central Park Boathouse. The wedding was well attended by a number of close Fletcher friends: **Kelsang Aukatsang**, **Nicole Byrns** and her husband **Lloyd Spencer**, **Andrea Wilczynski** and her husband **Cris Alonso-Martin**, **Manisha Shahane** and her partner **Gal Bitan**, and our fellow Tuck-Fletcher friends, **Jarvis Weld** and her husband **David**, and **Susan Chan**, and her husband **Keval Desai**. The group enjoyed a special treat when **Manisha** stood in with the band to serenade **Oliver** and **Rémie**, and then got the whole crowd up on their feet with a great version of "Route 66." **Rémie** is still at Citigroup, working with the Global Consumer Group as part of the sector-level Customer Franchise Management team. While her job keeps her very busy, she still manages to make time to take salsa lessons with **Oliver** (how they met), serve on several Committees for the Yale Club of New York, and struggle through German language classes, her husband is a Berlin native. So life's busy and good! In December, the couple went on their purposely-postponed, dream honeymoon to Africa. They spent two weeks between Botswana and South Africa, mostly on safari, visiting Victoria Falls and Cape Town. They had an amazing time (in part thanks to some great recommendations from **Susan Chan** and **Andrea Wilczynski**) exploring the fantastic landscape and wildlife. They were exposed to some of the serious challenges those countries are facing; she stated "I laud all of my fellow Fletcherites who are working to help develop

solutions." The big news for **Michael McErlean** is that he is leaving the Marine Corps this summer and changing over to work on the commercial side, he said "I'll give a try at 'creating resources' instead of 'consuming resources.'" Not sure yet where he will "land," but he is looking hard at the International Aerospace Industry, manufacturing or business development. **Pedro Garcia** wrote that at the beginning of 2007 he joined Yahoo! as European Advertising Director... **Natasha Nadazdin** has started her second year in Nairobi. She reports that working with the World Food Programme (WFP) in Kenya has been exciting, it started off with the drought in the northeast, then during the short rainy season in November it turned into a flood emergency in the same areas. She has learned a lot on the monitoring of a big emergency operation like the one WFP runs in Kenya. The only thing she regrets is the little progress she has made in Swahili (no time, frankly), especially when she sees that her three children, ages six, four and two, are doing much better than she is on that front... **Phil Cummings**, **Yuko**, **Sol**, **Will** and **Hope** are currently living in the Kobe area of Japan. **Phil** is currently in charge of political and economic affairs at the US Consulate General in Osaka. They will be there until summer 2008, so please look them up if you are visiting the Osaka, Kyoto or Kobe areas in western Japan. **Phil** hasn't found the Fletcher alumni in western Japan so if there are fellow Fletcherites in the vicinity he is looking forward to getting together. He is glad that **Toby Wolf** and **Tania** have arrived at the US Embassy in Tokyo... **Jessica Lieberman** married **William Jaffe** in February 2006, and the couple report that they welcomed their daughter **Hannah Julianne Jaffe** on December 8th. **Jessica** and her

husband moved from New York to DC in September, and she is now an American Association for the Advancement of Science (AAAS) Fellow at the State Department, she works in the Bureau of Democracy, Human Rights and Labor on the Middle East... **John Conley** and his wife **Jenna** welcomed their daughter **Lyla Conley** into the world on September 27, 2006. Look for her dancing on the global stage in 2030... **Gwen Bourgeault Rehnberg** and her husband **Rod** are thrilled to let the Fletcher community know of the arrival of their third child, **Ethan Carl**, on September 16th, 2006. He joins big brother **Jack** (6) and big sister **Zoë** (3). The couple is still living in Santa Monica and **Gwen** is on an extended maternity leave from her job as Director of the Nutrilite Health Institute Center for Optimal Health... **James Holmes** reports that he is moving back to New England this month to be Associate Professor of Strategy at the Naval War College in Newport, RI, and has co-authored a book (with **Toshi Yoshihara**, Fletcher PhD'04) titled *Chinese Naval Strategy in the 21st Century* coming out through Routledge this Summer, and co-edited a volume (also with **Toshi Yoshihara**) titled *Asia Looks Seaward* coming out through Praeger this Fall... **Lasse Melgaard** reported that he is on leave of absence for a couple of years from his job as Head of the Relief Department at the Danish Red Cross, and will venture to Vietnam for a job with the World Bank. He encourages all Fletcherites to look him up if they are in Hanoi. Most recently he met with a great number of Fletcher people, **Banu Oscan**, **Lindy Cameron** and **Masha Gordon** in London. **Jeff Kenney**, **Sutherland Miller**, **Malikkah Rollins**, **Guy Vidra** and **Sue**, and **Enrique Hidalgo** in DC, **John Conley** in Philadelphia and **Frank Linden** and **Fiona** in New York. It has

been brilliant to reconnect with them all... **Youdon Aukatsang** reported that she has been working with **Kreddha**, a Dutch NGO focused on conflict resolution and peace building from New Delhi, India, and has marriage on the horizon... My own note to my dear classmates, please join us for our 10-year reunion May 16-18, 2008 at The Fletcher School!



Rémie & Oliver



1999

Meg Donovan
megovan@hotmail.com
Hiroshi Takahashi writes from Tokyo with lots of news. Congratulations are due on successful completion of his thesis, "The Political Science of The Information and Communication Revolution – The Role of Government in Innovation." **Hiroshi** passed his final doctoral exam, then took some time off, traveling to Africa (Tanzania and Zambia). His visit included a safari and trip to Victoria Falls where he "got totally wet due to the splash, like heavy

FLETCHER News

VOLUME 22
NUMBER 1
DECEMBER 2000

The newsletter of the Fletcher School of Law and Diplomacy, Tufts University, Medford, Massachusetts 02155

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New Professors Bring Their "Peculiar Talents" to Fletcher BY MEGAN V. BRACHTL, F'02

In 1898, the American poet and critic John Jay Chapman wrote that, "Benevolence alone will not make a teacher, nor will learning alone do it. The gift of teaching is a peculiar talent, and implies a need and a craving in the teacher himself." This year, three new professors have joined the faculty at Fletcher, and if Mr. Chapman is right, they are a gifted bunch indeed.

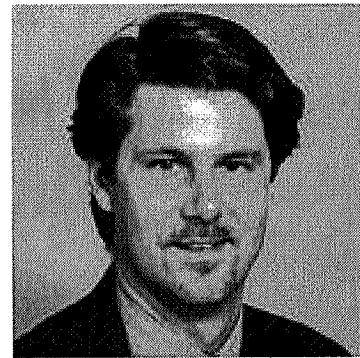
Professors Ian Johnstone, Peter Uvin, and Matthew Kahn have widely varying backgrounds and interests, but they share two common traits: a passion for their fields and a real desire to teach Fletcher students. Whether it be for law and peacekeeping through international organizations, such as in the case of Johnstone; for post-conflict assistance to African countries in the case of Uvin; or for urban environmental economics in the case of Kahn; these newest faculty members have come to Fletcher to meet their professional needs and to satisfy their academic cravings.

Certainly, Fletcher's administration is thrilled to welcome these gifted scholars. "I personally am really delighted with all three of these candidates. I think they each individually demonstrate that Fletcher is able to attract the highest quality talent," said Professor Joel Trachtman, who currently serves as the school's interim dean. As set forth in the school's strategic plan, the Fletcher administration conducted thorough searches to identify and pursue potential faculty members according to their fields of expertise. Trachtman notes that, "We got our first choice in all of those contexts."

But just who are these three individuals, and how are they demonstrating their "peculiar talent" as described by Chapman?

Ian Johnstone, an assistant professor of international law, joins Fletcher after having been employed at the United Nations for seven years. He spent the last five years as an aide in the Office of the Secretary-General, working for both Boutros Boutros-Ghali and Kofi Annan. As an aide, Johnstone traveled extensively (he counts 21 countries in his three years working for Secretary-General Annan alone) and participated in historic diplomatic events, such as a visit to the Middle East as Israel was withdrawing from southern Lebanon. When asked about his experience at the UN, his response conveys his respect for Secretary-General Annan, as well as a certain level of pride for having had the chance to work with him.

But Johnstone has come to Fletcher to satisfy his desire to teach, and, despite what he had to give up, is glad to be here. He asserts that, "I had always been interested in an academic career, but had hesitations about teaching in a law school. Having worked in the UN...I would not find [pure law] entirely



Ian Johnstone is the newest professor teaching in the international law and organization division.

satisfying. That students are [at Fletcher] to learn the law and to learn public policy and the interaction between them was very appealing to me." Johnstone's experiences at the UN have made him the perfect instructor on international organizations, and a valuable

continued on next page

Islamic Militant Leader Defends Movement at Fletcher BY TERRY ANN KNOPE

In a rare public appearance, a senior Taliban leader from Afghanistan spoke at Tufts' Fletcher School of Law and Diplomacy on October 25, defending his controversial Islamic movement in Afghanistan against charges of aiding terrorists like Osama bin Laden, engaging in international drug trafficking, and mistreating women.

Speaking before an overflowing crowd of about 350 people in ASEAN

Auditorium, Abdul Hakeem Mujahid, the Taliban representative to the United States, blamed the Taliban's problems on the Western media, which he asserted had "demonized us," as well as the former Soviet Union, and cultural differences between Western and Islamic culture.

Reporters covering the event came from national as well as local outlets, including *The New York Times*, *The Boston Globe*, *The*

continued on page 4

FLETCHER NEWS

changed names to UBS Warburg. He is still in the M&A department and continues to put in the hours. He reported that **Michelle Bailer** is still at Arthur Andersen and "for the most part" enjoying the job. Both Michelle and Brian had the chance to catch up with **Wilma Suen** during a visit to Vancouver. **Jordan Herzberg** is currently living in Jerusalem and splitting his time between working to solve the Middle East process and looking for business opportunities throughout the region. Last we heard from **Jessica Lieberman** she too was in Israel; however, word has it that she has made the move to D.C. The contingent in D.C. continues to grow... **Enrique Hidalgo** left Medffa' for D.C. where he will work on finishing his Ph.D. He left **Carlo Pozzi** behind, who I recently learned is not in Italy but is working on his Ph.D in Medffa'. **Thomas Sanderson**, who continues to work on counter-terrorism issues for the DIA through SAIC, recently spoke with **Jon Schuman**, who is doing well in Tokyo. He reported that **Michael Rupert** is also in the D.C. area, and he often runs into **Darren Massara** who is working at the IFC. **Patrick Doherty** accepted an offer from Catholic Relief Services to join their European team as a senior analyst. Based at their headquarters in Baltimore, Maryland, he represents CRS' programs in Kosovo, Macedonia, and Montenegro, as well as the agency's justice and peacebuilding programs for all of Europe. Soon after taking the position he traveled to Kosovo, Macedonia, and Montenegro to meet the teams, familiarize himself with the region and issues, and meet up with all those Fletcherites who flock to complex emergencies. **Cami Mazard** and I had the opportunity to hang out with **Christine Samuel** who also works for CRS, during her recent stopover in D.C. **Kara McDonald** recently left USAID to begin foreign service training with the

U.S. State Department; her classmate is **Laura Kirkpatrick**, F'99, who recently learned that her first assignment will take her to Vietnam. Laura also has great news to share, she is now Laura Kirkpatrick-Goger as she was married to her fiancé Gustav in September. **Kate Thompson**, who is always difficult to track down, spent some time working on the Bradley campaign. She likened working on a campaign to white water rafting – it's exhilarating and exhausting and the only thing you know for sure when you wake up in the morning is that somewhere down-river, someone is going to drown. Well, we all know how that story ended. Also on the campaign trail was **Michael Jose Torra** who worked in southern California on Democrat Adam Schiff's campaign for Congress against Republican incumbent James Rogan. He worked in field operations, 12-16 hours per day, seven days a week. After Election Day (November 7), he planned to sleep. Another Boston to D.C. move was made by **Laurent Guinand** who joined A.T. Kearney working in their e-business practice for financial institutions. He spends most of his time working for clients on the east coast and in the deep south. A French man in Alabama is quite a story. Recently during a visit to D.C. by Anna Eckert several of us, including Laurent, **Colum Garrity**, **Sutherland Miller**, **Gabriella Rigg**, and **Cami Mazard** enjoyed an evening of dancing. Anna has returned to practicing law and is living in Cambridge. Speaking of Sutherland, a party was recently hosted in honor of his self-styled six-month exile to Kazakhstan, an end of summer event in D.C. During my two-month assignment in D.C. I ran into **L-A Levy** on the street and **Jim Dohoney** on the metro. I'm sorry to say I can't remember what Jim is up to but do remember that he is recently married... congratulations! Also on the move... **Mike McErlean** is finishing up his

third year with NATO in Naples, Italy. He has been involved in the Balkans Operations, and the Partnership for Peace initiatives in the region. Mike will go back flying in June 2001 to Beaufort, South Carolina, sadly leaving Europe behind, for now. **Silvi Llosa** and **Lauro Locks** are living in Flamengo, Rio, and loving it. It's hot, humid and beautiful. Lauro is working as an associate attorney at the second largest intellectual property law firm in Brazil, Momsem, Leonardos & Co. He works long hours, as everyone there does, despite the temptation of beaches, and is really enjoying the experience. Silvi is doing research on international environmental conventions for an NGO so that civil society may also participate in international negotiations. It is exhausting doing this in Portuguese but she is learning a ton... especially the language. She passed along information on **Dayna Brown** who is in Kosovo working for an NGO managing microfinance. **Roger Rigaud** who I believe is still in Haiti has been all over the island and has visited with **Susan Banki**, F'01, and **Alexia Latortue**, F'97, who is also working there. **Sean Becker** reported that after a year of exile in upstate New York working for General Electric Power Systems in finance and acquisition integration, he has now returned to the Medford/Somerville area, working as an associate director of business development for Cambridge Energy Research. He is working on their Global Power Forum, a research service for energy industry executives. He also mentioned that **John Duca** is still in sunny southern California, and if the word on the street is correct is now a married man. Sean recently spent an evening with **Steve Wilson** (Tuck) and his girlfriend while on a business trip to San Jose. Steve is currently working in marketing at Oracle. **Mike Strauss** who is at Stanford Law also stopped by, and though Sean isn't sure what he is

still working on he can definitively say it is at least a JD, MAED and maybe an MA in economics and a Ph.D. in something. **Brian Allen** stays in touch with the D.C. contingent, party circuit that is, and continues to work for KPMG consulting on military base restructuring. Sean also mentioned that **Brian Cook** is working on a personal Web site dedicated to roller skiing, which may be of interest to city dwellers, www.cityski.com. Apparently he is competing with **Mimi Ale-mayehou** who has www.planet-zulu.com in production. Hopping back to NYC... **Stephane Grand** called the city home for a while and last I heard was heading to Singapore to head up the office of a small yet international PR firm. He will by now have defended his Ph.D. dissertation on Chinese contract law at La Sorbonne. **Toby Wolf** and **Tania Teschke** have returned from Germany. Toby is working for a B2B software startup company, match21, and Tania is working for Scholastic... both are enjoying NYC life. **Remie Roseman** has left behind the world of consulting and all those frequent flyer miles and four-star hotels. She has joined the e-Strategy Implementation Group of e-Citi, which is the business unit responsible for developing and implementing Citigroup's e-commerce and Internet activities. She is working with a small group of ex-consultants in an accelerator/incubator team that will help Citigroup start up and run various Internet projects. **Stephen Arbuthnot** has made London home, working for a management consulting firm, and has been in touch with several Fletcherites including: **Frank Linden**, in from New York; **Lindy Cameron**, who he reports will be moving with DFID to Vietnam; and **Carolyn Barker** and **Arne Rees**, who both live in London. **Phil Cummings** and family continue to live in Seoul where Phil serves as a foreign service officer. In the last year Phil and his wife wel-

comed Will Yuma Cummings to the family, only three days after the couple arrived at their post. Yako misses Boston and Ginny Galvin's international women's group gatherings, but meets every week with Jong Hwa and Woo Jong, also former members of the group. **Yunju Ko** and **Gustavo Lembke** make up the F'99 part of the Seoul diplomatic community. A Fletcher alumni club exists there and gets together quarterly. In another part of the world, **Diala Al-Alami** lives in Amman, Jordan. She is working as a researcher/writer at the Office of Her Majesty Queen Rania Al-Abdullah in the Royal Hashemite Court. She is enjoying her job tremendously and would love to hear from former classmates or anyone passing through Jordan. After leaving Fletcher, **Hisham Elkoustaf** joined the Ford Foundation, but left after a year to begin law school at the University of Pennsylvania. His first year at Penn Law went well, including his time clerking for the U.S. Department of Justice. His former Fletcher roommate **Andres Galeota-Ascani** finished his MBA at HEC in France, and accepted a job with Merrill Lynch in Paris. He also bumped into **Daniel Stewart**, F'99, recently in Georgetown, who is preparing for a foreign service posting in Africa. **Janot Mendler** reported that a reunion of Hurst Hannum's human rights seminar took place when **Katie Hamill**, **Kristina Hare-Lyons** and Janot found themselves together on Fletcher's career services non-profit sector alumni panel. She was also delighted to see classmate **Roger Falcon** in action over at the Career Center where he serves as the new event coordinator. At the end of September she was reassigned as operations director with the GER/UNDP International Waters: LEARN (Learning Exchange and Resource Network), but will continue for the time being as a visiting lecturer and distance M.Sc. programme coordinator with the Centre for

Exhibit E

Yeul Sachir LTD
Mishmar Ha'Am 14
Jerusalem Israel
Tel 972 54 780 6129 Fax 972 2 673 3814

February 4, 2007
Invoice
MegaSpirea


Fee for services rendered by **Jordan Herzberg**:
(Jan.1-31, 2007)

In the context of:

- (1) Meeting in Jerusalem, Israel on January 7, 2007 with Messrs. Hersch Reich, Mendel Klein and Attorney Didi Melchior regarding Megaspirea capital structure
- (2) Meeting in Colmar, France on January 17, 2007 regarding patent and financial issues. Participants included Messrs. Freyburger, Martens, Schumacher, Colb, Salens, Kedmy, Campbell, McDonlad, and Wolf.
- (3) Various teleconferences with Brian McDonald and J. Francis Lavelle from Houlihan Lokey Howard and Zukin Capital regarding investment banking support for Megaspirea
- (4) Various teleconferences with attorney Sandy Colb regarding Intellectual Property issues
- (5) Various teleconferences with attorney Didi Melchior regarding corporate structure of MegaSpirea
- (6) Generally providing business related advice to Megaspirea

Total 10,000 Euro Dollars

Payment of **8,000** Euros may be made by wire transfer to:

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March 5, 2007
Invoice
MegaSpirea


Fee for services rendered by **Jordan Herzberg**:
(February 1-28, 2007)

In the context of:

- (1) Various teleconferences with Brian McDonald and J. Francis Lavelle from Houlihan Lokey Howard and Zukin Capital regarding investment banking support for Megaspirea
- (2) Various teleconferences with attorney Sandy Colb regarding Intellectual Property issues
- (3) Generally providing business related advice to Megaspirea

Total 10,000 Euro Dollars

Payment of **10,000 Euros** may be made by wire transfer to:

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